

Closing Out Sale of Shirt Waists

AT JUST HALF PRICE
And some at less than half.
Beginning Monday, January 9th.
This includes our celebrated
"KNICKERBOCKER"
SHIRT WAISTS
and our entire stock of

Alpaca Cashmere and Silk Waists

KNICKERBOCKER WAISTS.
In handsome colors.
\$1.25 quality at 65c.
\$1.50 quality at 75c.
\$2.00 quality at \$1.00.
In white merized Madras and lawn
embroidered.
\$1.50 quality at 75c.
\$1.75 quality at 90c.
\$2.00 quality at \$1.00.
and higher grades in the same proportion.
Alpaca and Cashmere Waists in
cream, cardinal and navy blue,
\$3.75 quality at \$1.50.
SILK WAISTS.
Black Peau de soie silk waists.
\$7.50 quality at \$3.75.
Black silk waists polka dot,
\$6.75 quality at \$3.40.
Creme de chine waists
\$7.50 and \$8.00 quality at \$3.75.
A few fancy silk waists
\$7.00 and \$7.50 at \$2.50.

N. S. SACHS' DRY GOODS CO., LTD., Cor. Fort and Beretania Sts.

COMMISSIONER'S SALE STOCK MARKET STILL ACTIVE

Real Estate

DESIRABLE
RESIDENCE
PROPERTY

NEAR KAMEHAMEHA SCHOOLS.

Fronting King street
on Main Line of
Rapid Transit Co.

Notice is hereby given that the undersigned, William R. Sims, Commissioner under and by virtue of a decree of foreclosure and sale duly made and entered by the Honorable W. J. Robinson, Third Judge of the Circuit Court of the First Judicial Circuit, Territory of Hawaii, at Chambers, on the 29th day of December, A. D. 1904, in a certain cause in Equity pending in said court, wherein L. F. Alvarez is plaintiff and Mary Bertleman, Frank C. Bertleman, James E. Fullerton and Saml. Savidge, Trustees are defendants, will sell at Public Auction, subject to confirmation of the Court, aforesaid,

ON SATURDAY, JANUARY 14th, 1905,
at 12 o'clock noon of said day,

At the front (mauka) entrance of the Judiciary Building, in Honolulu, Island of Oahu, Territory of Hawaii, the following described property to wit: All that certain piece or parcel of Land known as the Kula of Punaloa, mauka of the King street road, at Kalihi, Honolulu, Island of Oahu, Territory of Hawaii, the same being a portion of the land described in L. C. A. No. 803 to A. Adams and more particularly described by metes and bounds as follows:

Beginning at the south corner of this lot on the mauka side of King street and adjoining the west corner of C. Costa's lot and running as follows by true bearings:
1. N. 38° 25' E. 338.0 feet along C. Costa's lot.
2. N. 48° 50' W. 185.5 feet along Mutch and Campbell lots.
3. S. 42° 20' W. 401.0 feet along fence to King street.
4. S. 64° 00' E. 217.0 feet along King street to initial point, containing an area of 73040 square feet, a little more or less, and being the same premises conveyed to Mary Bertleman by deed of Mary Lucas and husband dated the 13th day of November A. D. 1902.
Upon the foregoing described premises there is a two story dwelling house containing large parlors, bedrooms, bath etc., also carriage house and stables, servants' house and wash house. The lot is well fenced and laid throughout with water pipes.

TERMS OF SALE: 10 per cent of purchase price to be paid in United States Gold Coin on fall of hammer at sale, balance in like coin upon execution and delivery of deed, drawn at the expense of purchaser.

Further particulars furnished by Frank Andrade Esq., Attorney for plaintiff, Stangenwald Building, or by the undersigned at the said Judiciary Building.

WM. R. SIMS,

Commissioner.

Honolulu, January 3, 1904.

10th-Jan. 3, 4, 5, 6, 7, 9, 10, 11, 12 and 13.

Oregon Restaurant

King Street Near Nuuanu.

Serves the best 25 cent meal in town.

SPECIAL SUNDAY DINNER from 4 p. m. to 9 p. m. Experienced cooks, and courteous waiters.

W. A. CHUNG, Proprietor.

THEY NEEDED WHIPPING.
"Yes, indeed," said the proud mother, "my children are the cream of the household." "H'm!" granted the crusty bachelor. "Then why don't you whip the cream?"—Chicago News.

WAS IN HOC FOR A HUNDRED YEARS

A CITY PLEDGED TO KING GUSTAV IV HAS BEEN FORFEITED AND IS NOW GERMAN.

Wismar, a port of 18,000 people on the Baltic, situated in the German duchy of Mecklenburg-Schwerin, but belonging legally to Sweden has recently become a German city. It was pledged by King Gustav IV for a loan of \$1,000,000 and the King of Sweden having failed to redeem it within the century, it has passed to the Duke of Mecklenburg-Schwerin, from whose ancestor the money was borrowed.

In the early part of the eighteenth century Denmark, the most powerful enemy of Sweden after the destruction of the Hanseatic League, a kind of trade union established by certain German cities for safety and commercial purposes, captured Wismar and razed the fortifications. Afterwards peace was declared and the city reverted to Sweden, but with the provision that she should not rebuild the fortifications. The place thus lost its strength and importance and became instead an element of weakness to the Swedes. Its great sea trade was ruined and its inland trade lost.

Under these circumstances it was not surprising that the Swedes tired at last of their white elephant. So in the reign of the incompetent and extravagant Gustavus IV, with territory lost to the French in one war, with Finland lost to Russia, with defeat in a war with Norway, the Swedes seized an opportunity to relieve themselves of the burden of possession.

The direct opportunity was given by the cancellation of Duke Frederick Franz I. That person, not unreasonably resenting the insult and threatened dire things. Finally his threats crystallized into a demand for an enormous indemnity. The money had to be raised at once. The duchy of Mecklenburg advanced 1,253,000 reichsthaler and took Wismar, Neukloster and the island of Poel as security.

Under the conditions of the loan the city of Wismar and the two government districts were to remain in pledge for one hundred years. At the end of one hundred years Sweden could claim and obtain the pledged city and land by paying back the original loan with 3 per cent compound interest. A further provision, however, of the loan was that should Sweden fail to take any notice whatever of the expiration of the time, the contract would become renewed automatically for another one hundred years. The sum which Sweden would have to pay if she wished to claim Wismar and the two government districts is figured as amounting to \$27,000,000 and this alone, quite apart from considerations of policy, operated doubtless as a bar against the assertion of her rights.

Thus we see that while the immediate business transaction dates back but about one hundred years, and diplomatic squabbles over the city now would have to revert to the surrenders and armistices of the thirty years' war (1618-48). And the fact that Wismar heretofore really was Swedish territory explains why Germany has not fortified the port, which is considered the finest harbor site of the entire Baltic coast. Under the Swedish-Danish treaty fortifications were not to be built, and when the duchy of Mecklenburg took over the place the stipulation was renewed.—The Pathfinder.

MYSTERY ABOUT THE RODRIGUEZ ASSAULT

VICTIM OF BRUTAL ATTACK PROFESSING COMPLETE IGNORANCE OF CIRCUMSTANCES.

The police have about come to the conclusion that they will be unable to locate the persons, guilty of making a savage assault upon Paul Rodriguez, an old Portuguese. The assault occurred about two weeks ago. The old man was found in a lane off Aala park at night at night, bleeding and unconscious and suffering from some bad wounds on the head and body. From the marks of blood on a rock and piece of iron lying near him, it was surmised by the police that the assailants had inflicted the injuries with these weapons. Rodriguez was taken to the Queen's Hospital where he lay in a semi-conscious condition for some days. His son stated to the authorities that his father had gone home the afternoon of the assault with several hundred dollars in his possession and had left the house about dusk.

It was at first surmised that the elder Rodriguez had been attacked and robbed as no money was found upon him. The police were also of the belief that the attack on the old man might have occurred elsewhere than the lane where he was found, their opinion being that the assailants had in such an event carried the old man to the secluded spot and left him.

Deputy High Sheriff Rawlins and officer Joe Diaz called upon Rodriguez at the hospital Monday and questioned him closely. While Rodriguez was in his right senses he did not apparently appear very anxious to recall any of the circumstances of the attack upon him. In fact he claimed not to know how he had come to reach the lane nor any of the circumstances of the attack upon him. The old man was discharged from the hospital. Unless the elder Rodriguez can or will throw some light on the assault it is likely that the perpetrators will go unpunished.

An assumpsit suit for \$150 was entered this morning by Chang Kim against Charles Lai Young and Lilia Naone.

MRS. NEUMANN GOES TO LAW

(Continued from page 5.)

about the 5th day of July, 1901, said defendants and respondents, fully recognizing and admitting the rights of the estate of said Paul Neumann, deceased, in the premises, approached this complainant, then and there well known to said defendants and respondents to be the surviving widow of said Paul Neumann, deceased, and stated and declared and represented to her, that they, to wit, said defendants and respondents, would present and prosecute all said claims so filed as aforesaid with said Commission by said Paul Neumann up to said July 2nd, 1901, the said date of said death of said Paul Neumann, deceased, and that the estate of said Paul Neumann, deceased, should receive the compensation agreed upon for the preparation, filing, presentation and prosecution of said claims, and that they, to wit, said defendants and respondents, would account to said estate for the same; and said defendants and respondents did then and there further state, declare and represent to this claimant that said estate of said Paul Neumann, deceased, should receive a reasonable percentage upon all other claims in the hands or office of said Paul Neumann, deceased, although not filed at said date of said death of said Paul Neumann, deceased, and that they, to wit, said defendants and respondents, would account to the said estate for the same. And in this behalf this complainant shows that she relied fully upon the aforesaid statements, and by reason thereof, a fiduciary relation of the most confidential character was established between this complainant and said defendants and respondents; and this complainant shows that she entertained unlimited trust and confidence in said defendants and respondents, and that she turned over and delivered to said defendants and respondents all papers in her possession or under her control relating to said claims, and put said defendants and respondents into possession of all facts within her knowledge relating thereto. And this complainant further shows that by reason of the premises, and not otherwise, said defendants and respondents proceeded to, and did, present, and file and present, said claims to said Commission, and did receive therefor the said compensation hereinabove referred to, but how much this said compensation amounted to this complainant is unable to state, and in the absence of a just and proper accounting cannot state.

Your oratrix shows that heretofore, to wit, on May 9th, 1903, said defendants and respondents, made to your oratrix, on account of the premises, a partial payment amounting to the sum of Five Thousand Dollars; but shows that no final settlement or accounting has ever been made or had between your oratrix and said defendants and respondents or either of them; that since said May 9th, 1903, your oratrix has applied repeatedly to said defendants and respondents to come to a final settlement and accounting with respect to the premises, but although your oratrix well hoped that said defendants and respondents would comply with your oratrix's reasonable request, as in justice and equity they ought to have done, yet said defendants and respondents absolutely refused to do so. And your oratrix further charges and shows that upon a just and true settlement and accounting herein, it will appear that a considerable balance is due from said defendants and respondents to said estate of said Paul Neumann, deceased, in respect to and growing out of the premises; and in this behalf, your oratrix shows that the accounts involved herein and the accounting herein demanded and prayed for, are so complicated that they cannot be conveniently taken in an action at law.

"And to the end, therefore, that your oratrix may obtain relief in the premises in this Honorable Court, where she alone can obtain relief, she humbly prays:
(a). That said defendants and respondents, and each of them, be compelled to answer each and every allegation herein contained, but not under oath, an answer under oath being hereby expressly waived.
(b). That said defendants and respondents, and each of them, be compelled to render unto this court a full, true, perfect and complete account of all and every the matters and things hereinabove in this bill alleged and referred to.
(c). That an account may be taken herein of all and every of the matters and things, dealings and transactions hereinabove in this bill alleged and referred to.
(d). That said defendants and respondents, and each of them, be directed, upon the taking of said account, to pay to your oratrix what, if anything, shall upon said account appear to be due from them, or either of them, your oratrix being ready and willing, and hereby offering, to pay to said defendants and respondents, and unto each of them, what, if anything, shall appear to be due to them, or either of them.
(e). That your oratrix may have from said defendants and respondents, and each of them, and that said defendants and respondents, and each of them, be directed to pay to your oratrix legal interest upon whatever sum shall, upon the taking of said account, appear to be due to her, from and after the due date of any such balance.
(f). That your oratrix may have her costs and disbursements in this behalf expended.
(g). That your oratrix may have such other and further and additional relief as may seem just and meet to equity.
(h). And finally, to the end that equity may be done, and the relief herein prayed for, and all other relief that it may be righteous in the premises to administer, may be offered your oratrix, may it please your Honor such relief to grant and to award against said defendants and respondents, and each of them, a writ of subpoena ad respondendum, issued out of and under the seal of this Honorable Court, commanding them, and each of them, on a

date certain, therein to be named, and under a certain penalty, to be and appear in this Honorable Court, then and there to answer all and singular the premises and to stand to, perform and abide such further order, direction and decree as may be made against them, or either of them."

Mrs. Neumann is at present in Europe and the bill of complaint is sworn to by Attorney Sidney M. Ballou as her attorney in fact.

J. J. Dunne is Mrs. Neumann's solicitor in this equity proceeding.

FACES HIS ACCUSERS

(Continued from page 1.)

jected to this course as he said that there was no object in looking at a mere piece of ground.

Judge Robertson reserved his ruling until such time as it might appear necessary from the evidence adduced to have the jury see the ground.

Attorney General Andrews was about to commence again by detailing the circumstances surrounding the crime when Strauss again objected and a long argument ensued, the jury being excluded. Andrews wished to detail conversations between the deceased and the accused but Judge Robinson finally ruled that this might not be done.

The jury having been called in again the opening statement was at last made.

On September 17, said the Attorney General, Arroyo and Riviero met and quarreled over their relations with some women and Arroyo challenged Riviero to fight. They went to a vacant lot in Iwilei where Riviero at first refused to fight as he said that Arroyo was armed. Arroyo denied that he was armed, but refused to allow himself to be searched. Riviero then took off his shoes and was pulling off a sweater when Arroyo struck him and knocked him down. The men then grappled and fell. They struggled to their feet and Arroyo breaking away drew a revolver and fired at Riviero. Riviero said that he knew Arroyo had a weapon upon which Arroyo fired again, striking Riviero in the abdomen. Arroyo ran away and Riviero was taken to the Queen's Hospital where on October 7 he died. Arroyo, when he heard that the police were looking for him, gave himself up saying that he had done the shooting.

Dr. Wood of the Queen's Hospital testified as to the man's injuries and his death. The intestines were perforated six times by the bullet he said and death had been due to the abscesses formed along the course of the wound.

Juan Colon who was present at the shooting testified that he and four other Porto Ricans had met Arroyo and the deceased on September 17. They began to quarrel about a woman and Arroyo challenged Riviero to fight. Riviero consented and the two men went to a lot behind the jail. Riviero said that Arroyo had a revolver but Arroyo said that he did not go there to talk but to fight. As Riviero was taking off a sweater Arroyo struck him and knocked him to the ground. The man got up and grappled Arroyo and the two fell, Riviero on top. Riviero allowed Arroyo to get up and then advanced towards him when Arroyo drew a revolver from his hip pocket and fired but missed Riviero. Riviero took a step towards Arroyo when the latter fired again striking his opponent in the stomach.

Riviero said: "You have wounded me," and clasping his hands over his stomach sank to the ground.

Arroyo went away a short distance but came back to where the witness and the other Porto Ricans were looking after the wounded man. The defendant then said to Riviero that they could now be friends. He still held the revolver in his hand pointed towards the group. Riviero said that he did not want any friends of that kind and Arroyo ran away towards Iwilei. The witness and his friends lifted the wounded man into a hack and drove to the police station.

Cross examination by Strauss took up the remainder of the morning session.

WHARF RATS IMPRISONED.

Three small Portuguese boys who have been hanging about the water front for some time past committing petty thefts, were caught by Captain Harry Flint and charged before Judge Whitney today with larceny. The trio were committed to the reform school during their respective minorities.

EXPECT ENTOMOLOGIST PERKINS

R. C. L. Perkins, the entomologist who went to Australia for the Planters' Association and the Board of Agriculture and Forestry to look for a parasite with which to combat the leatherhopper, is expected to arrive on the S. S. Miowera from the Colonies.

HONOLULU STOCK EXCHANGE

Session Sales: 40 Honokaa, \$19.00; 15 Ewa, \$28.50; 10 Ewa, \$28.50.
Between Boards Sales: 70 McBryde, \$8.125; 125 McBryde \$8.125; 275 McBryde \$8.125; 1000 McBryde \$8.25; 215 McBryde \$8.625; 260 McBryde \$8.75; 230 McBryde \$8.75 500 McBryde \$8.75; 300 McBryde, \$8.125; 250 McBryde \$8.25; 100 McBryde, \$8.50; 50 McBryde \$8.50; 197 McBryde, \$8.50; 150 McBryde, \$8.50; 500 Hawaiian Sugar Co., \$32.00; 50 Hawaiian Sugar Co., \$32.25; 10 Oahu Sugar Co., \$120.00; 150 Ewa, \$28.50; 165 Wailua, \$65.00.

Quotations. Bid. Asked.

C. Brewer & Co. \$400.00
Ewa 28.375 28.675
Hawaiian Agri. 90.00
Hawaiian Com'l. 74.00 75.00
Hawaiian Sugar 22.00
Honolulu 147.50
Honokaa 18375 19.125
Haiku 150.00
Kahuku 25.50
Kihali 11.00
Koloa 140.00
McBryde 8.375 8.75
Oahu Sugar 120.00 123.00
Onomea 30.00 35.00
Ookala 7.50 8.00
Oahu Sugar Co. 6.00 6.50
Paia 150.00
Pioneer 140.00 145.00
Wailua Agri. 65.00 67.00
Wailua Sugar 272.50 285.00

ACCOMMODATIONS

In our Safe Deposit Vaults
and Boxes for your valuable
papers, jewelry, etc. Rates
reasonable.

THE HENRY WATERHOUSE TRUST CO. LTD.

Merchant and Fort Sts.,
Honolulu, Hawaii.

Waimanalo	140.00	140.00
Wilder S. S. Co.	100.00	110.00
Inter-Island	122.00	125.00
Hawaiian Electric	102.50	
Hon. R. T. Co. pfd.		100.00
Hon. R. T. Co. com.		65.00
Mutual Telephone		10.00
Oahu R. & L. Co.	65.00	
Fire Claims		98.00
Haw Gov't 58	100.00	
Ewa 68	100.00	
Haiku 68	101.50	
Hawaiian Sugar 68	101.50	
Hilo R. T. Co. 68		90.00
Hon. R. T. Co. 68	105.00	
Kahuku 68	100.00	
Oahu R. & L. Co. 68	102.00	103.75
Oahu Sugar 68	100.50	
Olaa 68		38.00
Pala 68	101.50	
Pioneer 68	101.50	
Wailua Agri. 68	99.00	100.00

AN ENJOYABLE OUTING.

The most attractive day's outing is that afforded by the excursion down the railroad line, The HALEIWA LIMITED, a first-class train, leaves Honolulu every Sunday morning at 8:22 o'clock making the run in two hours, the rate for round trip being only \$3.00. From 10:22 a. m. until 8:10 p. m. is spent at the beautiful HOTEL HALEIWA, with fresh and salt water bathing, tennis, golf drives and walks, shooting or fishing and you are back in town at 10:10 o'clock in the evening.

NEW ADVERTISEMENTS BY AUTHORITY

NOTARIES PUBLIC.

Notice is hereby given that the commissions of the following Notaries Public for the several Circuits of the Territory of Hawaii have been cancelled and revoked, and their record books ordered to be filed with the Clerk of the Circuit Court of the respective Circuits in which they reside:

FIRST CIRCUIT.

Ablo, A. L.
Apuakaha, W. K.
Batchelor, Job.
Boyd, Jas. H.
Brooks, F. M.
Graham, Wm. M.
Makinney, F. W.
Miller, Ruby A.
Silva, Patrick.
Waterhouse, Fred T. P.

SECOND CIRCUIT.

Hayselden, A. N.
Coelho, Wm. J.
Nakuna, Moses K.

THIRD CIRCUIT.

Fennell, W. P.
Lazaro, S.

FOURTH CIRCUIT.

Hobson, A. W.
Nabellius, Thomas N.
Smith, Carl S.
Wilson, Herbert E.
Waikala, O. Z. W.

FIFTH CIRCUIT.

Mahikoa, Geo. W.

LORRIN ANDREWS,

Attorney General.

Attorney General's Office, January 12th, 1905.

ELECTRICAL DEPARTMENTAL SUPPLIES.

Sealed proposals will be received at the office of the Superintendent of Public Works, Honolulu, until 12 o'clock m. of Jan. 13th, 1905, for furnishing 8000 lbs. No. 6 double braided Weather-proof copper wire.

Bidders to state time of delivery.

Proposals must be submitted in a sealed envelope addressed to Hon. C. S. Holloway, Supt. of Public Works, Honolulu, T. H., endorsed "Proposal for Electrical Departmental Supplies."

The Superintendent of Public Works reserves the right to reject any or all bids.

C. S. HOLLOWAY,

Superintendent of Public Works, Honolulu, T. H., Jan. 10, 1905.